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IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE: : Bankruptcy No 18-23521 CMB

:

Rawl D. Harris : Chapter 13

Janet L. Harris :

Debtor(s) : Docket No.

Rawl D. Harris :

Janet L. Harris

Movant(s)

Lakeview Loan Servicing, LLC, :

Ronda J. Winnecour, Chapter 13 Trustee
Respondent(s)

NOTICE OF PROPOSED MODIFICATION TO CONFIRMED PLAN DATED APRIL 16, 2019

1. Pursuant to 11 U.S.C. Section 1329, the Debtor has filed an Amended Chapter 13 Plan dated July 16, 2021, which is annexed hereto (the "Amended Chapter 13 Plan"). Pursuant to the Amended Chapter 13 Plan, the Debtor seeks to modify the confirmed Plan in the following particulars:

Modify Plan to provide for increased plan payment due to filed NMPC by Lakeview Loan Servicing, LLC, and to provide for additional attorney fees.

2. The proposed modification to the confirmed Plan will impact the treatment of the claims of the following creditors, and in the following particulars:

Modify Plan to provide for increased plan payment due to filed NMPC by Lakeview Loan Servicing, LLC

3. Debtor submits that the reason(s) for the modification is (are) as follows:

Modification due result of Objection to Claim resulting in the filed NMPC by Lakeview Loan Servicing, LLC.

4. The Debtor submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The Debtor further submits that the proposed modification complies with 11 U.S.C. Sections 1322(a), 1322(b), 1325(a) and 1329 and, except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, the Debtor respectfully requests that the Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

RESPECTFULLY SUBMITTED, this 29th day of July, 2021.

/s/ Scott R. Lowden
Scott R. Lowden, Esq., PA ID 72116
Rice & Associates Law Firm, 15 W. Beau St.
Washington, PA 15301
lowdenscott@gmail.com
(412) 374-7161

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Fill in this information to identify your case:						
Debtor 1	Rawl	D.	Harris			
	First Name	Middle Name	Last Name			
Debtor 2	Janet	L.	Harris			
(Spouse, if filing)	First Name	Middle Name	Last Name			
United States Bankruptcy Court for the Western District of Pennsylvania						
Case number 18-23521 CMB						
(if known)						

\times	Check if this is an amended
	plan, and list below the
	sections of the plan that have
	been changed.
2.1	, 3.1, 3.3, 4.3

Western District of Pennsylvania

Chapter 13 Plan Dated: Jul 16, 2021

Pa	-+	и	

Notices

To Debtors:

This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with local rules and judicial rulings may not be confirmable. The terms of this plan control unless otherwise ordered by the court.

In the following notice to creditors, you must check each box that applies.

To Creditors:

YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. YOUR CLAIM MAY BE REDUCED, MODIFIED, OR ELIMINATED.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

IF YOU OPPOSE THIS PLAN'S TREATMENT OF YOUR CLAIM OR ANY PROVISION OF THIS PLAN, YOU OR YOUR ATTORNEY MUST FILE AN OBJECTION TO CONFIRMATION AT LEAST SEVEN (7) DAYS BEFORE THE DATE SET FOR THE CONFIRMATION HEARING, UNLESS OTHERWISE ORDERED BY THE COURT. THE COURT MAY CONFIRM THIS PLAN WITHOUT FURTHER NOTICE IF NO OBJECTION TO CONFIRMATION IS FILED. SEE BANKRUPTCY RULE 3015. IN ADDITION, YOU MAY NEED TO FILE A TIMELY PROOF OF CLAIM IN ORDER TO BE PAID UNDER ANY PLAN.

The following matters may be of particular importance. Debtor(s) must check one box on each line to state whether the plan includes each of the following items. If the "Included" box is unchecked or both boxes are checked on each line, the provision will be ineffective if set out later in the plan.

1.1	A limit on the amount of any claim or arrearages set out in Part 3, which may result in a partial payment or no payment to the secured creditor (a separate action will be required to effectuate such limit)	Included	Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.4 (a separate action will be required to effectuate such limit)	○ Included	Not Included
1.3	Nonstandard provisions, set out in Part 9	☐ Included	Not Included

Part 2: Plan Payments and Length of Plan

2.1 Debtor(s) will make regular payments to the trustee:

Total amount of \$\frac{1,406.00}{1,406.00}\$ per month for a remaining plan term of 60 months shall be paid to the trustee from future earnings as follows:

Payments By Income Attachment Directly by Debtor By Automated Bank Transfer

D#1 \$0.00 \$0.00 \$1,406.00

D#2 \$0.00 \$0.00 \$0.00

(Income attachments must be used by debtors having attachable income) (SSA direct deposit recipients only)

			· ·				
2.2	Additional payments:						
	Unpaid Filing Fees. The balance of available funds.	\$ \$	shall be fully paid by	the Trustee to t	he Clerk o	f the Bankruptcy	Court from the firs
	Check one.						
	None. If "None" is checked, the rest	of Section 2.2 need n	ot be completed or r	eproduced.			
	The debtor(s) will make additional amount, and date of each anticipated		ustee from other s	ources, as spec	cified belo	w. Describe the	source, estimated
2.3 Par	The total amount to be paid into the plus any additional sources of plan fu	inding described abo		y the trustee ba	ased on t	ne total amoun	t of plan payment
3 1	Maintenance of payments and cure of	default if any on lo	ng-Term Continuir	ıa Dehts			
U. .	Check one.	uoidali, ii diiy, oii 20	ng romi commun	ig Dobio.			
	None. If "None" is checked, the rest	of Section 3.1 need n	nt he completed or r	enroduced			
	The debtor(s) will maintain the currer the applicable contract and noticed in arrearage on a listed claim will be p ordered as to any item of collateral lists as to that collateral will cease, and all	n conformity with any paid in full through dis isted in this paragraph	applicable rules. T sbursements by the n, then, unless other	hese payments v trustee, without wise ordered by	will be disl interest. the court	oursed by the tru If relief from the all payments up	ustee. Any existing e automatic stay is
	Name of creditor	Collateral		Current installme payment (including		Amount of arrearage (if any)	Start date (MM/YYYY)
	Lakeview Loan Servicing, LLC (POC #7) #2708	76 Hickory Street Ellsworth, PA 153		\$72	28.79	\$0.00	8-1-21
	Insert additional claims as needed.						
3.2	Request for valuation of security, paym	nent of fully secured	claims, and modif	ication of unde	rsecured	claims.	
	Check one.	•	,				
	None. If "None" is checked, the rest	of Section 3.2 need no	ot be completed or r	eproduced.			
	The remainder of this paragraph w	ill be effective only i	f the applicable bo	x in Part 1 of th	is plan is	checked.	
	The debtor(s) will request, by filing a below.	separate adversary	proceeding , that th	ne court determin	ne the valu	e of the secured	claims listed
	For each secured claim listed below, the Amount of secured claim. For each listed						
	The portion of any allowed claim that exc amount of a creditor's secured claim is I unsecured claim under Part 5 (provided th	listed below as having	g no value, the cred	ditor's allowed c	laim will b	e treated in its	
	Name of creditor Estimated among of creditor's to claim (See Parabelow)	otal	Value of collateral	claims senior	Amount of secured claim	rate	Monthly payment to creditor

Insert additional claims as needed.

\$0.00

\$0.00

\$0.00

\$0.00

0%

\$0.00

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3.3	Secured claims excluded from 11	U.S.C. § 506.							
	Check one.								
	None. If "None" is checked, the	None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced.							
	The claims listed below were either:								
	(1) Incurred within 910 days before t use of the debtor(s), or	in a motor veh	nicle acquired for personal						
	(2) Incurred within one (1) year of th	e petition date and secured by a p	urchase money security interest in	n any other thir	ng of value.				
	These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee.								
	Name of creditor	Collateral	Amount of claim	Interest rate	Monthly payment to creditor				
	Santander Consumer USA, Inc. (POC #3) #3020	2017 Mitsubishi Mirage	\$14,056.85	5	\$270.00				
	Wilmington Savings Fund Society, FSB (POC #1) #9067	76 Hickory Street Ellsworth, PA 15331	\$3,638.74	5	\$95.00				
	Wilmington Savings Fund Society, FSB (POC #1) #9067 - Per Confirmation Order DN 42	76 Hickory Street Ellsworth, PA 15331	\$1,408.02	0%	\$0.00				
	Insert additional claims as needed.								
2.4	Lien Avoidance.								
3.4									
	Check one.	e rest of Section 3.4 need not be	completed or reproduced Th	a romaindor	of this paragraph will be				
		box in Part 1 of this plan is che		re remainder (or tilis paragrapir will be				
The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amof the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien.					o tion , that the court order cemptions. The amount of owed. The amount, if any,				
	Name of creditor	Collateral	Modified principal	Interest	Monthly payment				
			balance*	rate	or pro rata				
			\$0.00	0%	\$0.00				
	Insert additional claims as needed.								
	*If the lien will be wholly avoided, ins	ert \$0 for Modified principal balanc	ce.						
3.5	Surrender of Collateral.								
	Check one.								
	None. If "None" is checked, the	e rest of Section 3.5 need not be co	ompleted or reproduced.						
	confirmation of this plan the stay	to each creditor listed below the c y under 11 U.S.C. § 362(a) be term ny allowed unsecured claim resulti	minated as to the collateral only a	and that the sta	y under 11 U.S.C. § 1301				
	Name of creditor		Collateral						
	Insert additional claims as needed.								

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3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
	\$0.00		0%		

Insert additional claims as needed.

* The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

Part 4:

Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if pro se) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to_Rice & Associates Law Firm In addition to a retainer of \$_1,000.00_ (of which \$0 was a
payment to reimburse costs advanced and/or a no-look costs deposit) already paid by or on behalf of the debtor, the amount of \$ 6,900.00 is
to be paid at the rate of \$ 110.00 per month. Including any retainer paid, a total of \$ 5,875.55 in fees and costs reimbursement has been
approved by the court to date, based on a combination of the no-look fee and costs deposit and previously approved application(s) for
compensation above the no-look fee. An additional \$ 2,024.44 will be sought through a fee application to be filed and approved before any
additional amount will be paid through the plan, and this plan contains sufficient funding to pay that additional amount, without diminishing the
amounts required to be paid under this plan to holders of allowed unsecured claims.

Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of compensation requested, above).

4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

Insert additional claims as needed.

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4.5	Priority	Domestic Support	Obligations not assigned	or owed to a governmental unit.
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		_						
	If the debtor(s) is/are currently paying Domestic debtor(s) expressly agrees to continue paying an							
	Check here if this payment is for prepetition a	arrearages only.						
	Name of creditor (specify the actual payee, e.g. SCDU)	PA Description		Claim	Monthly payment or pro rata			
				\$0.00	\$0.00			
	Insert additional claims as needed.							
6	Domestic Support Obligations assigned or ov	omestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.						
	Check one.							
	None. If "None" is checked, the rest of Sect	tion 4.6 need not be com	pleted or reproduced	1.				
	The allowed priority claims listed below a governmental unit and will be paid less that payments in Section 2.1 be for a term of 60 r	an the full amount of the	ne claim under 11 l					
	Name of creditor		Amount of claim	to be paid				
				\$0.00				
	Insert additional claims as needed.							
7	Priority unsecured tax claims paid in full.							
	Name of taxing authority	Total amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods			
	PA Dept of Revenue (POC #2)	\$30.47	Income Tax	0%	2015			
	Insert additional claims as needed							

Insert additional claims as needed.

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Part 5: Treatment of Nonpriority Unsecured Claims

5.1	Nonpriority unsecured claims not separately cla	ssified.			
	Debtor(s) ESTIMATE(S) that a total of \$0	_will be available for dist	ribution to nonpriority unsec	cured creditors.	
	Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of alternative test for confirmation set forth in 11 U.S.C	paid to nonpriority unsecure	ed creditors to comply	with the liquidation	
	The total pool of funds estimated above is NOT to available for payment to these creditors under the percentage of payment to general unsecured credit of allowed claims. Late-filed claims will not be paid pro-rata unless an objection has been filed within the included in this class.	plan base will be determitors is0%. The unless all timely filed cla	ned only after audit of the posterior of the percentage of payment rims have been paid in full.	olan at time of completi may change, based upo Thereafter, all late-filed	on. The estimated on the total amount claims will be paid
5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.					
Check one.					
	None. If "None" is checked, the rest of Section	5.2 need not be complet	ed or reproduced.		
	The debtor(s) will maintain the contractual insta which the last payment is due after the final plamount will be paid in full as specified below an	lan payment. These pay	ments will be disbursed by		
		Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)
		\$0.00	\$0.00	\$0.00	
	Insert additional claims as needed.			-	
5.3	Postpetition utility monthly payments.				
	The provisions of Section 5.3 are available only monthly combined payment for postpetition utility se not change for the life of the plan. Should the utilit amended plan. These payments may not resolve debtor(s) after discharge.	ervices, any postpetition of ty obtain a court order at	delinquencies, and unpaid s athorizing a payment chang	security deposits. The e, the debtor(s) will be	claim payment will required to file an
	Name of creditor	Monthly pay	ment Postpetit	ion account number	
			\$0.00		
	Insert additional claims as needed.				

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5.4	Other separately classified i	ionpriority unsecured claims.					
	Check one.						
	None. If "None" is checked	ed, the rest of Section 5.4 need not be	completed or repre	oduced.			
	The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows:						
	Name of creditor	Basis for separate cla treatment	Basis for separate classification and treatment	Amount of arrearage to be paid	rate pay	stimated total ayments y trustee	
				\$0.00	0%	\$0.00	
	Insert additional claims as nee	eded.					
Pa	rt 6: Executory Contra	cts and Unexpired Leases					
6.1	and unexpired leases are received. Check one. None. If "None" is checked.	d unexpired leases listed below are a jected. ed, the rest of Section 6.1 need not be out installment payments will be disk Description of leased property or executory contract	completed or repre	oduced. ustee. Arrearage par Amount of	yments will be d Estimated tota	isbursed by the	
		executory contract	payment	arrearage to be paid	payments by trustee	beginning date (MM/ YYYY)	
			\$0.00	\$0.00	\$0.00		
	Insert additional claims as nee	eded.	_		_		
Pa	rt 7: Vesting of Proper	ty of the Estate					
7.1	Property of the estate shall r	not re-vest in the debtor(s) until the d	lebtor(s) have co	mpleted all payments	under the confir	med plan.	

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

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Part 10: S

Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X /s/ Rawl D. Harris	X /s/ Janet L. Harris			
Signature of Debtor 1	Signature of Debtor 2			
Executed on Jul 16, 2021	Executed on Jul 16, 2021			
MM/DD/YYYY	MM/DD/YYYY			
X /s/ Scott R. Lowden	DateJul 16, 2021			
Signature of debtor(s)' attorney	MM/DD/YYYY			